

HOUSE BILL 247

N2

11r1047
CF SB 529

By: **Delegates Simmons, Dumais, and Kramer**

Introduced and read first time: January 31, 2011

Assigned to: Judiciary

Committee Report: Favorable with amendments

House action: Adopted

Read second time: March 8, 2011

CHAPTER _____

1 AN ACT concerning

2 **Maryland General and Limited Power of Attorney Act – Modifications**

3 FOR the purpose of establishing that certain provisions of law relating to durable
4 powers of attorney apply to all powers of attorney; altering the authority of an
5 agent under certain statutory form powers of attorney; providing that certain
6 powers shall be deemed to be included in certain forms executed during a
7 certain period of time under certain circumstances; defining certain terms;
8 altering a certain definition; providing for the application of certain provisions
9 of this Act; and generally relating to powers of attorney.

10 BY repealing and reenacting, with amendments,
11 Article – Estates and Trusts
12 Section 17–101, 17–105, 17–109, 17–202, and 17–203
13 Annotated Code of Maryland
14 (2001 Replacement Volume and 2010 Supplement)

15 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
16 MARYLAND, That the Laws of Maryland read as follows:

17 **Article – Estates and Trusts**

18 17–101.

19 (a) In this title the following words have the meanings indicated.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike-out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 (b) (1) “Agent” means a person granted authority to act for a principal
2 under a power of attorney, whether denominated an agent, attorney-in-fact, or
3 otherwise.

4 (2) “Agent” includes an original agent, coagent, successor agent, and a
5 person to which an agent’s authority is delegated.

6 (c) “Incapacity” means the inability of an individual to manage property or
7 business affairs because the individual:

8 (1) Meets the grounds required for the appointment of a guardian of
9 the property of a disabled person described in § 13–201 of this article; or

10 (2) Is:

11 (i) Missing;

12 (ii) Detained, including incarcerated in a penal system; or

13 (iii) Outside the United States and unable to return.

14 (d) “Power of attorney” means a writing or other record that grants authority
15 to an agent to act in the place of the principal, whether or not the term “power of
16 attorney” is used.

17 (e) “Principal” means an individual who grants authority to an agent in a
18 power of attorney.

19 **(F) “PROPERTY” INCLUDES BOTH REAL AND PERSONAL PROPERTY AND**
20 **ANY RIGHT OR TITLE IN REAL OR PERSONAL PROPERTY, WHETHER HELD**
21 **INDIVIDUALLY OR JOINTLY AND WHETHER INDIVISIBLE, BENEFICIAL,**
22 **CONTINGENT, OR OF ANY OTHER NATURE.**

23 ~~[(f)]~~ **(G) (1)** “Statutory form power of attorney” means a power of
24 attorney that is substantially in the same form as one of the powers of attorney set
25 forth in Subtitle 2 of this title.

26 **(2) “STATUTORY FORM POWER OF ATTORNEY” DOES NOT**
27 **INCLUDE A POWER OF ATTORNEY SET FORTH IN SUBTITLE 2 OF THIS TITLE IN**
28 **WHICH A PRINCIPAL INCORPORATES BY REFERENCE ONE OR MORE PROVISIONS**
29 **OF ANOTHER WRITING INTO THE SECTION OF THE POWER OF ATTORNEY**
30 **ENTITLED “SPECIAL INSTRUCTIONS (OPTIONAL)”.**

31 **(H) (1) “STOCKS AND BONDS” MEANS EVIDENCE OF OWNERSHIP IN**
32 **OR DEBT ISSUED BY A CORPORATION, PARTNERSHIP, LIMITED LIABILITY**
33 **COMPANY, FIRM, ASSOCIATION, OR SIMILAR ENTITY.**

1 **(2) “STOCKS AND BONDS” INCLUDES STOCKS, BONDS,**
2 **DEBENTURES, NOTES, MEMBERSHIP INTERESTS, MUTUAL FUND INTERESTS,**
3 **MONEY MARKET ACCOUNT INTERESTS, VOTING TRUST CERTIFICATES,**
4 **EQUIPMENT TRUST CERTIFICATES, CERTIFICATES OF DEPOSIT, CERTIFICATES**
5 **OF PARTICIPATION, CERTIFICATES OF BENEFICIAL INTEREST, STOCK RIGHTS,**
6 **STOCK WARRANTS, AND ANY OTHER INSTRUMENTS EVIDENCING RIGHTS OF A**
7 **SIMILAR CHARACTER ISSUED BY OR IN CONNECTION WITH ANY CORPORATION,**
8 **PARTNERSHIP, LIMITED LIABILITY COMPANY, FIRM, ASSOCIATION, OR SIMILAR**
9 **ENTITY.**

10 17–105.

11 (a) In this section, “durable power of attorney” means a power of attorney by
12 which a principal designates another as an attorney in fact or agent and the authority
13 is exercisable notwithstanding the principal’s subsequent disability or incapacity.

14 **(B) THIS SECTION APPLIES TO ALL POWERS OF ATTORNEY.**

15 **[(b)] (C)** When a principal designates another as an attorney in fact or
16 agent by a power of attorney in writing, it is a durable power of attorney unless
17 otherwise provided by its terms.

18 **[(c)] (D)** Any act done by the attorney in fact or agent in accordance with
19 the power of attorney during any period of disability or incompetence of the principal
20 or during any period of uncertainty as to whether the principal is dead or alive has the
21 same effect and inures to the benefit of and binds the principal as if the principal were
22 alive, competent, and not disabled.

23 **[(d)] (E)** (1) If a guardian is appointed for the principal, the attorney in
24 fact or agent shall account to the guardian rather than the principal.

25 (2) The guardian has the same power the principal would have but for
26 the principal’s disability or incompetence to revoke, suspend, or terminate all or any
27 part of the power of attorney or agency.

28 17–109.

29 (a) Except as provided in subsection (b) of this section, this title applies to all
30 powers of attorney.

31 (b) **[This] EXCEPT AS PROVIDED IN § 17–105 OF THIS SUBTITLE, THIS**
32 **title does not apply to:**

33 (1) A power that is coupled with an interest in the subject of the
34 power, is given as security, or is given for consideration, regardless of whether the

1 power is held for the benefit of the agent or another person, including a power given to
2 or for the benefit of a creditor in connection with a credit transaction;

3 (2) An advance directive appointing a health care agent under Title 5,
4 Subtitle 6 of the Health – General Article or any other power to make health care
5 decisions;

6 (3) A proxy or other delegation to exercise any right with respect to an
7 entity, including voting rights or management rights or both, or a delegation of
8 authority to execute, become a party to, or amend a document or agreement governing
9 an entity or entity ownership interest;

10 (4) A power created on a form prescribed by a government or
11 governmental subdivision, agency, or instrumentality for a governmental purpose;

12 (5) A power created as part of, or in connection with, an agreement
13 establishing an attorney and client relationship;

14 (6) A power of attorney that states that it is not subject to this title;

15 (7) A power authorizing another to prepare, execute, deliver, submit,
16 or file, on behalf of an entity or the governing body or management of an entity, a
17 document or instrument with a government or governmental subdivision, agency, or
18 instrumentality or with a third party;

19 (8) A power or other delegation of authority contained in a document
20 or agreement governing or binding on an entity that authorizes a person to take action
21 with respect to the entity; and

22 (9) A power with respect to an entity created in accordance with
23 authorization provided by a federal or State statute that specifically contemplates
24 creation of the power.

25 17–202.

26 “MARYLAND STATUTORY FORM

27 PERSONAL FINANCIAL POWER OF ATTORNEY

28 IMPORTANT INFORMATION AND WARNING

29 You should be very careful in deciding whether or not to sign this document. The
30 powers granted by you (the principal) in this document are broad and sweeping. This
31 power of attorney authorizes another person (your agent) to make decisions concerning
32 your property for you (the principal). Your agent will be able to make decisions and act
33 with respect to your property (including your money) whether or not you are able to
34 act for yourself.

1 You should select someone you trust to serve as your agent. Unless you specify
2 otherwise, generally the agent’s authority will continue until you die or revoke the
3 power of attorney or the agent resigns or is unable to act for you.

4 You need not grant all of the powers listed below. If you choose to grant less than all of
5 the listed powers, you may instead use a Maryland Statutory Form Limited Power of
6 Attorney and mark on that Maryland Statutory Form Limited Power of Attorney
7 which powers you intend to delegate to your attorney-in-fact (the Agent) and which
8 you do not want the Agent to exercise.

9 This power of attorney becomes effective immediately unless you state otherwise in
10 the Special Instructions.

11 You should obtain competent legal advice before you sign this power of attorney if you
12 have any questions about the document or the authority you are granting to your
13 agent.

14 DESIGNATION OF AGENT

15 I, _____,
16 (Name of Principal)

17 Name the following person as my agent:

18 Name of Agent: _____

19 Agent’s Address: _____

20 Agent’s Telephone Number: _____

21 Designation of Successor Agent(s) (Optional)

22 If my agent is unable or unwilling to act for me, I name as my successor agent:

23 Name of Successor Agent: _____

24 Successor Agent’s
25 Address: _____

26 Successor Agent’s
27 Telephone Number: _____

28 If my successor agent is unable or unwilling to act for me, I name as my second
29 successor agent:

30 Name of Second

1 Successor Agent: _____

2 Second Successor

3 Agent's Address: _____

4 Second Successor Agent's

5 Telephone Number: _____

6 GRANT OF GENERAL AUTHORITY

7 I ("the principal") grant my agent and any successor agent, with respect to each
8 subject listed below, the authority to do all acts that I could do to:

9 (1) Contract with another person, on terms agreeable to the agent, to
10 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,
11 restate, release, or modify the contract or another contract made by or on behalf of the
12 principal;

13 (2) Execute, acknowledge, seal, deliver, file, or record any instrument
14 or communication the agent considers desirable to accomplish a purpose of a
15 transaction;

16 (3) Seek on the principal's behalf the assistance of a court or other
17 governmental agency to carry out an act authorized in this power of attorney;

18 (4) Initiate, participate in, submit to alternative dispute resolution,
19 settle, oppose, or propose or accept a compromise with respect to a claim existing in
20 favor of or against the principal or intervene in litigation relating to the claim;

21 (5) Engage, compensate, and discharge an attorney, accountant,
22 discretionary investment manager, expert witness, or other advisor;

23 (6) Prepare, execute, and file a record, report, or other document to
24 safeguard or promote the principal's interest under a statute or regulation and
25 communicate with representatives or employees of a government or governmental
26 subdivision, agency, or instrumentality, on behalf of the principal; and

27 (7) Do lawful acts with respect to the subject and all property related
28 to the subject.

29 My agent's authority shall include the authority to act as stated below with regard to
30 each of the following subjects:

31 SUBJECTS AND AUTHORITY

32 Real property – With respect to this subject, I authorize my agent to: demand, buy,
33 sell, convey, lease, receive, accept as a gift or as security for an extension of credit, or

1 otherwise acquire or reject an interest in real property or a right incident to real
2 property; pledge or mortgage an interest in real property or right incident to real
3 property as security to borrow money or pay, renew, or extend the time of payment of
4 a debt of the principal or a debt guaranteed by the principal, including a reverse
5 mortgage; release, assign, satisfy, or enforce by litigation or otherwise a mortgage,
6 deed of trust, conditional sale contract, encumbrance, lien, or other claim to real
7 property that exists or is asserted; and manage or conserve an interest in real property
8 or a right incident to real property owned or claimed to be owned by the principal,
9 including: (1) insuring against liability or casualty or other loss; (2) obtaining or
10 regaining possession of or protecting the interest or right by litigation or otherwise; (3)
11 paying, assessing, compromising, or contesting taxes or assessments or applying for
12 and receiving refunds in connection with them; and (4) purchasing supplies, hiring
13 assistance or labor, and making repairs or alterations to the real property.

14 Stocks and bonds – With respect to this subject, I authorize my agent to: buy, sell, and
15 exchange stocks and bonds; establish, continue, modify, or terminate an account with
16 respect to stocks and bonds; pledge stocks and bonds as security to borrow, pay, renew,
17 or extend the time of payment of a debt of the principal; receive certificates and other
18 evidences of ownership with respect to stocks and bonds; exercise voting rights with
19 respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent
20 to limitations on the right to vote.

21 Banks and other financial institutions – With respect to this subject, I authorize my
22 agent to: continue, modify, **TRANSACT ALL BUSINESS IN CONNECTION WITH**, and
23 terminate an account or other banking arrangement made by or on behalf of the
24 principal; establish, modify, **TRANSACT ALL BUSINESS IN CONNECTION WITH**, and
25 terminate an account or other banking arrangement with a bank, trust company,
26 savings and loan association, credit union, thrift company, brokerage firm, or other
27 financial institution selected by the agent; contract for services available from a
28 financial institution, including renting a safe deposit box or space in a vault;
29 **DEPOSIT, BY CHECK, MONEY ORDER, ELECTRONIC FUNDS TRANSFER, OR**
30 **OTHERWISE, WITH, OR LEAVE IN THE CUSTODY OF, A FINANCIAL INSTITUTION**
31 **MONEY OR PROPERTY OF THE PRINCIPAL**; withdraw, by check, money order,
32 electronic funds transfer, or otherwise, money or property of the principal deposited
33 with or left in the custody of a financial institution; receive statements of account,
34 vouchers, notices, and similar documents from a financial institution and act with
35 respect to them; enter a safe deposit box or vault and withdraw or add to the contents;
36 borrow money and pledge as security personal property of the principal necessary to
37 borrow money or pay, renew, or extend the time of payment of a debt of the principal
38 or a debt guaranteed by the principal; make, assign, draw, endorse, discount,
39 guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or
40 nonnegotiable paper of the principal or payable to the principal or the principal's
41 order, transfer money, receive the cash or other proceeds of those transactions; and
42 apply for, receive, and use credit cards and debit cards, electronic transaction
43 authorizations, and traveler's checks from a financial institution.

1 Insurance and annuities – With respect to this subject, I authorize my agent to:
2 continue, pay the premium or make a contribution on, modify, exchange, rescind,
3 release, or terminate a contract procured by or on behalf of the principal that insures
4 or provides an annuity to either the principal or another person, whether or not the
5 principal is a beneficiary under the contract; procure new, different, and additional
6 contracts of insurance and annuities for the principal and select the amount, type of
7 insurance or annuity, and mode of payment; pay the premium or make a contribution
8 on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity
9 procured by the agent; apply for and receive a loan secured by a contract of insurance
10 or annuity; surrender and receive the cash surrender value on a contract of insurance
11 or annuity; exercise an election; exercise investment powers available under a contract
12 of insurance or annuity; change the manner of paying premiums on a contract of
13 insurance or annuity; change or convert the type of insurance or annuity with respect
14 to which the principal has or claims to have authority described in this section; apply
15 for and procure a benefit or assistance under a statute or regulation to guarantee or
16 pay premiums of a contract of insurance on the life of the principal; collect, sell, assign,
17 hypothecate, borrow against, or pledge the interest of the principal in a contract of
18 insurance or annuity; select the form and timing of the payment of proceeds from a
19 contract of insurance or annuity; pay, from proceeds or otherwise, compromise or
20 contest, and apply for refunds in connection with a tax or assessment levied by a
21 taxing authority with respect to a contract of insurance or annuity or the proceeds or
22 liability from the contract of insurance or annuity accruing by reason of the tax or
23 assessment.

24 Claims and litigation – With respect to this subject, I authorize my agent to: assert
25 and maintain before a court or administrative agency a claim, claim for relief, cause of
26 action, counterclaim, offset, recoupment, or defense, including an action to recover
27 property or other thing of value, recover damages sustained by the principal, eliminate
28 or modify tax liability, or seek an injunction, specific performance, or other relief; act
29 for the principal with respect to bankruptcy or insolvency, whether voluntary or
30 involuntary, concerning the principal or some other person, or with respect to a
31 reorganization, receivership, or application for the appointment of a receiver or trustee
32 that affects an interest of the principal in property or other thing of value; pay a
33 judgment, award, or order against the principal or a settlement made in connection
34 with a claim or litigation; and receive money or other thing of value paid in settlement
35 of or as proceeds of a claim or litigation.

36 Benefits from governmental programs or civil or military service (including any
37 benefit, program, or assistance provided under a statute or regulation including Social
38 Security, Medicare, and Medicaid) – With respect to this subject, I authorize my agent
39 to: execute vouchers in the name of the principal for allowances and reimbursements
40 payable by the United States or a foreign government or by a state or subdivision of a
41 state to the principal; enroll in, apply for, select, reject, change, amend, or discontinue,
42 on the principal's behalf, a benefit or program; prepare, file, and maintain a claim of
43 the principal for a benefit or assistance, financial or otherwise, to which the principal
44 may be entitled under a statute or regulation; initiate, participate in, submit to
45 alternative dispute resolution, settle, oppose, or propose or accept a compromise with

1 respect to litigation concerning a benefit or assistance the principal may be entitled to
2 receive under a statute or regulation; and receive the financial proceeds of a claim
3 described above and conserve, invest, disburse, or use for a lawful purpose anything so
4 received.

5 Retirement plans (including a plan or account created by an employer, the principal,
6 or another individual to provide retirement benefits or deferred compensation of which
7 the principal is a participant, beneficiary, or owner, including a plan or account under
8 the following sections of the Internal Revenue Code: (1) an individual retirement
9 account under Internal Revenue Code Section 408, 26 U.S.C. § 408; (2) a Roth
10 individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. §
11 408A; (3) a deemed individual retirement account under Internal Revenue Code
12 Section 408(q), 26 U.S.C. § 408(q); (4) an annuity or mutual fund custodial account
13 under Internal Revenue Code Section 403(b), 26 U.S.C. § 403(b); (5) a pension,
14 profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue
15 Code Section 401(a), 26 U.S.C. § 401(a); (6) a plan under Internal Revenue Code
16 Section 457(b), 26 U.S.C. § 457(b); and (7) a nonqualified deferred compensation plan
17 under Internal Revenue Code Section 409A, 26 U.S.C. § 409A – With respect to this
18 subject, I authorize my agent to: select the form and timing of payments under a
19 retirement plan and withdraw benefits from a plan; make a rollover, including a direct
20 trustee-to-trustee rollover, of benefits from one retirement plan to another; establish
21 a retirement plan in the principal’s name; make contributions to a retirement plan;
22 exercise investment powers available under a retirement plan; borrow from, sell assets
23 to, or purchase assets from a retirement plan.

24 Taxes – With respect to this subject, I authorize my agent to: prepare, sign, and file
25 federal, state, local, and foreign income, gift, payroll, property, federal insurance
26 contributions act, and other tax returns, claims for refunds, requests for extension of
27 time, petitions regarding tax matters, and other tax-related documents, including
28 receipts, offers, waivers, consents, including consents and agreements under Internal
29 Revenue Code Section 2032(a), 26 U.S.C. § 2032(a), closing agreements, and other
30 powers of attorney required by the Internal Revenue Service or other taxing authority
31 with respect to a tax year on which the statute of limitations has not run and the
32 following 25 tax years; pay taxes due, collect refunds, post bonds, receive confidential
33 information, and contest deficiencies determined by the Internal Revenue Service or
34 other taxing authority; exercise elections available to the principal under federal,
35 state, local, or foreign tax law; and act for the principal in all tax matters for all
36 periods before the Internal Revenue Service, or other taxing authority.

37 SPECIAL INSTRUCTIONS (OPTIONAL)

38 YOU MAY GIVE SPECIAL INSTRUCTIONS ON THE FOLLOWING LINES:

39 _____
40 _____
41 _____
42 _____
43 _____

1 _____
 2 _____
 3 _____

EFFECTIVE DATE

5 This power of attorney is effective immediately unless I have stated otherwise in the
6 Special Instructions.

TERMINATION DATE (OPTIONAL)

8 This power of attorney shall terminate on _____, 20____.
9 (Use a specific calendar date)

NOMINATION OF GUARDIAN (OPTIONAL)

11 If it becomes necessary for a court to appoint a guardian of my estate or guardian of
12 my person, I nominate the following person(s) for appointment:

13 Name of nominee for guardian of my property:
14 () My agent (or successor agent) named above

15 or
16 _____
17 Nominee's address: _____
18 Nominee's telephone number: _____

19 Name of nominee for guardian of my person:
20 () My agent (or successor agent) named above

21 or
22 _____
23 Nominee's address: _____
24 Nominee's telephone number: _____

SIGNATURE AND ACKNOWLEDGMENT

26 _____
27 Your Signature Date

28 _____
29 Your Name Printed

30 _____
31 _____
32 Your Address

1 _____
2 Your Telephone Number

3 STATE OF MARYLAND
4 (COUNTY) OF _____

5 This document was acknowledged before me on
6 _____,
7 (Date)

8 By _____ to be his/her act.
9 (Name of Principal)

10 _____ (SEAL, IF ANY)
11 Signature of Notary
12 My commission expires: _____

13 WITNESS ATTESTATION

14 The foregoing power of attorney was, on the date written above, published and
15 declared by

16 _____
17 (Name of Principal)

18 in our presence to be his/her power of attorney. We, in his/her presence and at his/her
19 request, and in the presence of each other, have attested to the same and have signed
20 our names as attesting witnesses.

21 _____
22 Witness #1 Signature

23 _____
24 Witness #1 Name Printed

25 _____
26 _____
27 Witness #1 Address

28 _____
29 Witness #1 Telephone Number

30 _____
31 Witness #2 Signature

32 _____
33 Witness #2 Name Printed

34 _____
35 _____
36 Witness #2 Address

1 _____
2 Witness #2 Telephone Number”

3 17–203.

4 “MARYLAND STATUTORY FORM LIMITED POWER OF ATTORNEY

5 PLEASE READ CAREFULLY

6 This power of attorney authorizes another person (your agent) to make decisions
7 concerning your property for you (the principal). You need not give to your agent all
8 the authorities listed below and may give the agent only those limited powers that you
9 specifically indicate. This power of attorney gives your agent the right to make limited
10 decisions for you. You should very carefully weigh your decision as to what powers you
11 give your agent. Your agent will be able to make decisions and act with respect to your
12 property (including your money) whether or not you are able to act for yourself.

13 If you choose to make a grant of limited authority, you should check the boxes that
14 identify the specific authorization you choose to give your agent.

15 This power of attorney does not authorize the agent to make health care decisions for
16 you.

17 You should select someone you trust to serve as your agent. Unless you specify
18 otherwise, generally the agent’s authority will continue until you die or revoke the
19 power of attorney or the agent resigns or is unable to act for you.

20 Your agent is not entitled to compensation unless you indicate otherwise in the special
21 instructions of this power of attorney. If you indicate that your agent is to receive
22 compensation, your agent is entitled to reasonable compensation or compensation as
23 specified in the Special Instructions.

24 This form provides for designation of one agent. If you wish to name more than one
25 agent you may name a coagent in the Special Instructions. Coagents are not required
26 to act together unless you include that requirement in the Special Instructions.

27 If your agent is unavailable or unwilling to act for you, your power of attorney will end
28 unless you have named a successor agent. You may also name a second successor
29 agent.

30 This power of attorney becomes effective immediately unless you state otherwise in
31 the Special Instructions.

32 If you have questions about the power of attorney or the authority you are granting to
33 your agent, you should seek legal advice before signing this form.

34 DESIGNATION OF AGENT

1 I, _____, name the following person
2 (Name of Principal)
3 as my agent:

4 Name of
5 Agent: _____
6 Agent's
7 Address: _____
8 Agent's Telephone
9 Number: _____

10 DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

11 If my agent is unable or unwilling to act for me, I name as my successor agent:

12 Name of Successor Agent: _____
13 Successor Agent's
14 Address: _____
15 Successor Agent's Telephone Number: _____

16 If my successor agent is unable or unwilling to act for me, I name as my second
17 successor agent:

18 Name of Second Successor
19 Agent: _____
20 Second Successor Agent's
21 Address: _____
22 Second Successor Agent's Telephone Number: _____

23 GRANT OF GENERAL AUTHORITY

24 I ("the principal") grant my agent and any successor agent, with respect to each
25 subject that I choose below, the authority to do all acts that I could do to:

26 (1) Demand, receive, and obtain by litigation or otherwise, money or
27 another thing of value to which the principal is, may become, or claims to be entitled,
28 and conserve, invest, disburse, or use anything so received or obtained for the
29 purposes intended;

30 (2) Contract with another person, on terms agreeable to the agent, to
31 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform,
32 restate, release, or modify the contract or another contract made by or on behalf of the
33 principal;

34 (3) Execute, acknowledge, seal, deliver, file, or record any instrument
35 or communication the agent considers desirable to accomplish a purpose of a

1 transaction, including creating a schedule contemporaneously or at a later time listing
2 some or all of the principal's property and attaching the schedule to this power of
3 attorney;

4 (4) Initiate, participate in, submit to alternative dispute resolution,
5 settle, oppose, or propose or accept a compromise with respect to a claim existing in
6 favor of or against the principal or intervene in litigation relating to the claim;

7 (5) Seek on the principal's behalf the assistance of a court or other
8 governmental agency to carry out an act authorized in this power of attorney;

9 (6) Engage, compensate, and discharge an attorney, accountant,
10 discretionary investment manager, expert witness, or other advisor;

11 (7) Prepare, execute, and file a record, report, or other document to
12 safeguard or promote the principal's interest under a statute or regulation;

13 (8) Communicate with representatives or employees of a government
14 or governmental subdivision, agency, or instrumentality, on behalf of the principal;

15 (9) Access communications intended for, and communicate on behalf of
16 the principal, whether by mail, electronic transmission, telephone, or other means;
17 and

18 (10) Do lawful acts with respect to the subject and all property related
19 to the subject.

20 (INITIAL each authority in any subject you want to include in the agent's general
21 authority. Cross through each authority in any subject that you want to exclude. If you
22 wish to grant general authority over an entire subject, you may initial "All of the
23 above" instead of initialing each authority.)

24 SUBJECTS AND AUTHORITY

25 A. Real Property – With respect to this category, I authorize my agent to:

26 () Demand, buy, lease, receive, accept as a gift or as security for an
27 extension of credit, or otherwise acquire or reject an interest in real property or a right
28 incident to real property

29 () Sell, exchange, convey with or without covenants, representations,
30 or warranties, quitclaim, release, surrender, retain title for security, encumber,
31 partition, consent to partitioning, subject to an easement or covenant, subdivide, apply
32 for zoning or other governmental permits, plat or consent to platting, develop, grant
33 an option concerning, lease, sublease, contribute to an entity in exchange for an
34 interest in that entity, or otherwise grant or dispose of an interest in real property or a
35 right incident to real property

1 () Pledge or mortgage an interest in real property or right incident to
2 real property as security to borrow money or pay, renew, or extend the time of
3 payment of a debt of the principal or a debt guaranteed by the principal, including a
4 reverse mortgage

5 () Release, assign, satisfy, or enforce by litigation or otherwise a
6 mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to
7 real property that exists or is asserted

8 () Manage or conserve an interest in real property or a right incident
9 to real property owned or claimed to be owned by the principal, including:

10 (1) Insuring against liability or casualty or other loss;

11 (2) Obtaining or regaining possession of or protecting the
12 interest or right by litigation or otherwise;

13 (3) Paying, assessing, compromising, or contesting taxes or
14 assessments or applying for and receiving refunds in connection with them; and

15 (4) Purchasing supplies, hiring assistance or labor, and making
16 repairs or alterations to the real property

17 () Use, develop, alter, replace, remove, erect, or install structures or
18 other improvements on real property in or incident to which the principal has, or
19 claims to have, an interest or right

20 () Participate in a reorganization with respect to real property or an
21 entity that owns an interest in or a right incident to real property and receive, hold,
22 and act with respect to stocks and bonds or other property received in a plan of
23 reorganization, including:

24 (1) Selling or otherwise disposing of the stocks and bonds or
25 other property;

26 (2) Exercising or selling an option, a right of conversion, or a
27 similar right with respect to the stocks and bonds or other property; and

28 (3) Exercising voting rights in person or by proxy

29 () Change the form of title of an interest in or a right incident to real
30 property

31 () Dedicate to public use, with or without consideration, easements or
32 other real property in which the principal has, or claims to have, an interest

1 All of the above

2 B. Tangible Personal Property – With respect to this subject, I authorize my
3 agent to:

4 Demand, buy, receive, accept as a gift or as security for an
5 extension of credit, or otherwise acquire or reject ownership or possession of tangible
6 personal property or an interest in tangible personal property

7 Sell, exchange, convey with or without covenants, representations,
8 or warranties, quitclaim, release, surrender, create a security interest in, grant
9 options concerning, lease, sublease, or otherwise dispose of tangible personal property
10 or an interest in tangible personal property

11 Grant a security interest in tangible personal property or an
12 interest in tangible personal property as security to borrow money or pay, renew, or
13 extend the time of payment of a debt of the principal or a debt guaranteed by the
14 principal

15 Release, assign, satisfy, or enforce by litigation or otherwise, a
16 security interest, lien, or other claim on behalf of the principal, with respect to
17 tangible personal property or an interest in tangible personal property

18 Manage or conserve tangible personal property or an interest in
19 tangible personal property on behalf of the principal, including:

20 (1) Insuring against liability or casualty or other loss;

21 (2) Obtaining or regaining possession of or protecting the
22 property or interest, by litigation or otherwise;

23 (3) Paying, assessing, compromising, or contesting taxes or
24 assessments or applying for and receiving refunds in connection with taxes or
25 assessments;

26 (4) Moving the property from place to place;

27 (5) Storing the property for hire or on a gratuitous bailment;

28 and

29 (6) Using and making repairs, alterations, or improvements to
30 the property

31 Change the form of title of an interest in tangible personal
32 property

33 All of the above

1 C. Stocks and Bonds – With respect to this subject, I authorize my agent to:

2 Buy, sell, and exchange stocks and bonds

3 Establish, continue, modify, or terminate an account with respect
4 to stocks and bonds

5 Pledge stocks and bonds as security to borrow, pay, renew, or
6 extend the time of payment of a debt of the principal

7 Receive certificates and other evidences of ownership with respect
8 to stocks and bonds

9 Exercise voting rights with respect to stocks and bonds in person or
10 by proxy, enter into voting trusts, and consent to limitations on the right to vote

11 All of the above

12 D. Commodities – With respect to this subject, I authorize my agent to:

13 Buy, sell, exchange, assign, settle, and exercise commodity futures
14 contracts and call or put options on stocks or stock indexes traded on a regulated
15 option exchange

16 Establish, continue, modify, and terminate option accounts

17 All of the above

18 E. Banks and Other Financial Institutions – With respect to this subject, I
19 authorize my agent to:

20 Continue, modify, **TRANSACT ALL BUSINESS IN CONNECTION**
21 **WITH**, and terminate an account or other banking arrangement made by or on behalf
22 of the principal

23 Establish, modify, **TRANSACT ALL BUSINESS IN CONNECTION**
24 **WITH**, and terminate an account or other banking arrangement with a bank, trust
25 company, savings and loan association, credit union, thrift company, brokerage firm,
26 or other financial institution selected by the agent

27 Contract for services available from a financial institution,
28 including renting a safe deposit box or space in a vault

29 **DEPOSIT, BY CHECK, MONEY ORDER, ELECTRONIC FUNDS**
30 **TRANSFER, OR OTHERWISE, WITH, OR LEAVE IN THE CUSTODY OF, A FINANCIAL**
31 **INSTITUTION MONEY OR PROPERTY OF THE PRINCIPAL**

1 Withdraw, by check, money order, electronic funds transfer, or
2 otherwise, money or property of the principal deposited with or left in the custody of a
3 financial institution

4 Receive statements of account, vouchers, notices, and similar
5 documents from a financial institution and act with respect to them

6 Enter a safe deposit box or vault and withdraw or add to the
7 contents

8 Borrow money and pledge as security personal property of the
9 principal necessary to borrow money or pay, renew, or extend the time of payment of a
10 debt of the principal or a debt guaranteed by the principal

11 Make, assign, draw, endorse, discount, guarantee, and negotiate
12 promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the
13 principal or payable to the principal or the principal's order, transfer money, receive
14 the cash or other proceeds of those transactions, and accept a draft drawn by a person
15 on the principal and pay the draft when due

16 Receive for the principal and act on a sight draft, warehouse
17 receipt, other document of title whether tangible or electronic, or other negotiable or
18 nonnegotiable instrument

19 Apply for, receive, and use letters of credit, credit cards and debit
20 cards, electronic transaction authorizations, and traveler's checks from a financial
21 institution and give an indemnity or other agreement in connection with letters of
22 credit

23 Consent to an extension of the time of payment with respect to
24 commercial paper or a financial transaction with a financial institution

25 All of the above

26 F. Operation of an Entity or a Business – With respect to this subject, I
27 authorize my agent to:

28 Operate, buy, sell, enlarge, reduce, or terminate an ownership
29 interest

30 Perform a duty or discharge a liability and exercise in person or by
31 proxy a right, power, privilege, or an option that the principal has, may have, or claims
32 to have

33 Enforce the terms of an ownership agreement

1 () Initiate, participate in, submit to alternative dispute resolution,
2 settle, oppose, or propose or accept a compromise with respect to litigation to which
3 the principal is a party because of an ownership interest

4 () Exercise in person or by proxy, or enforce by litigation or
5 otherwise, a right, power, privilege, or an option the principal has or claims to have as
6 the holder of stocks and bonds

7 () Initiate, participate in, submit to alternative dispute resolution,
8 settle, oppose, or propose or accept a compromise with respect to litigation to which
9 the principal is a party concerning stocks and bonds

10 () With respect to an entity or business owned solely by the principal:

11 (1) Continue, modify, renegotiate, extend, and terminate a
12 contract made by or on behalf of the principal with respect to the entity or business
13 before execution of this power of attorney;

14 (2) Determine:

15 (i) The location of the operation of the entity or business;

16 (ii) The nature and extent of the business of the entity or
17 business;

18 (iii) The methods of manufacturing, selling,
19 merchandising, financing, accounting, and advertising employed in the operation of
20 the entity or business;

21 (iv) The amount and types of insurance carried by the
22 entity or business; and

23 (v) The mode of engaging, compensating, and dealing
24 with the employees and accountants, attorneys, or other advisors of the entity or
25 business;

26 (3) Change the name or form of organization under which the
27 entity or business is operated and enter into an ownership agreement with other
28 persons to take over all or part of the operation of the entity or business; and

29 (4) Demand and receive money due or claimed by the principal
30 or on the principal's behalf in the operation of the entity or business and control and
31 disburse the money in the operation of the entity or business

32 () Put additional capital into an entity or a business in which the
33 principal has an interest

1 Join in a plan of reorganization, consolidation, conversion,
2 domestication, or merger of the entity or business

3 Sell or liquidate all or part of an entity or business

4 Establish the value of an entity or a business under a buyout
5 agreement to which the principal is a party

6 Prepare, sign, file, and deliver reports, compilations of information,
7 returns, or other papers with respect to an entity or business and make related
8 payments

9 Pay, compromise, or contest taxes, assessments, fines, or penalties
10 and perform other acts to protect the principal from illegal or unnecessary taxation,
11 assessments, fines, or penalties, with respect to an entity or a business, including
12 attempts to recover, as permitted by law, money paid before or after the execution of
13 this power of attorney

14 All of the above

15 G. Insurance and Annuities – With respect to this subject, I authorize my
16 agent to:

17 Continue, pay the premium or make a contribution on, modify,
18 exchange, rescind, release, or terminate a contract procured by or on behalf of the
19 principal that insures or provides an annuity to either the principal or another person,
20 whether or not the principal is a beneficiary under the contract

21 Procure new, different, and additional contracts of insurance and
22 annuities for the principal and the principal's spouse, children, and other dependents,
23 and select the amount, type of insurance or annuity, and mode of payment

24 Pay the premium or make a contribution on, modify, exchange,
25 rescind, release, or terminate a contract of insurance or annuity procured by the agent

26 Apply for and receive a loan secured by a contract of insurance or
27 annuity

28 Surrender and receive the cash surrender value on a contract of
29 insurance or annuity

30 Exercise an election

31 Exercise investment powers available under a contract of
32 insurance or annuity

1 Change the manner of paying premiums on a contract of insurance
2 or annuity

3 Change or convert the type of insurance or annuity with respect to
4 which the principal has or claims to have authority described in this section

5 Apply for and procure a benefit or assistance under a statute or
6 regulation to guarantee or pay premiums of a contract of insurance on the life of the
7 principal

8 Collect, sell, assign, hypothecate, borrow against, or pledge the
9 interest of the principal in a contract of insurance or annuity

10 Select the form and timing of the payment of proceeds from a
11 contract of insurance or annuity

12 Pay, from proceeds or otherwise, compromise or contest, and apply
13 for refunds in connection with a tax or assessment levied by a taxing authority with
14 respect to a contract of insurance or annuity or the proceeds or liability from the
15 contract of insurance or annuity accruing by reason of the tax or assessment

16 All of the above

17 H. Estates, Trusts, and Other Beneficial Interests (including trusts, probate
18 estates, guardianships, conservatorships, escrows, or custodianships or funds from
19 which the principal is, may become, or claims to be entitled to a share or payment) –
20 With respect to this subject, I authorize my agent to:

21 Accept, receive, receipt for, sell, assign, pledge, or exchange a share
22 in or payment from the fund described above

23 Demand or obtain money or another thing of value to which the
24 principal is, may become, or claims to be entitled by reason of the fund described
25 above, by litigation or otherwise

26 Exercise for the benefit of the principal a presently exercisable
27 general power of appointment held by the principal

28 Initiate, participate in, submit to alternative dispute resolution,
29 settle, oppose, or propose or accept a compromise with respect to litigation to ascertain
30 the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument
31 or transaction affecting the interest of the principal

32 Initiate, participate in, submit to alternative dispute resolution,
33 settle, oppose, or propose or accept a compromise with respect to litigation to remove,
34 substitute, or surcharge a fiduciary

1 Conserve, invest, disburse, or use anything received for an
2 authorized purpose

3 Transfer an interest of the principal in real property, stocks and
4 bonds, accounts with financial institutions or securities intermediaries, insurance,
5 annuities, and other property to the trustee of a revocable trust created by the
6 principal as settlor

7 Reject, renounce, disclaim, release, or consent to a reduction in or
8 modification of a share in or payment from the fund described above

9 All of the above

10 I. Claims and Litigation – With respect to this subject, I authorize my agent
11 to:

12 Assert and maintain before a court or administrative agency a
13 claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense,
14 including an action to recover property or other thing of value, recover damages
15 sustained by the principal, eliminate or modify tax liability, or seek an injunction,
16 specific performance, or other relief

17 Bring an action to determine adverse claims or intervene or
18 otherwise participate in litigation

19 Seek an attachment, garnishment, order of arrest, or other
20 preliminary, provisional, or intermediate relief and use an available procedure to
21 effect or satisfy a judgment, order, or decree

22 Make or accept a tender, offer of judgment, or admission of facts,
23 submit a controversy on an agreed statement of facts, consent to examination, and
24 bind the principal in litigation

25 Submit to alternative dispute resolution, settle, and propose or
26 accept a compromise

27 Waive the issuance and service of process on the principal, accept
28 service of process, appear for the principal, designate persons on which process
29 directed to the principal may be served, execute and file or deliver stipulations on the
30 principal's behalf, verify pleadings, seek appellate review, procure and give surety and
31 indemnity bonds, contract and pay for the preparation and printing of records and
32 briefs, receive, execute, and file or deliver a consent, waiver, release, confession of
33 judgment, satisfaction of judgment, notice, agreement, or other instrument in
34 connection with the prosecution, settlement, or defense of a claim or litigation

35 Act for the principal with respect to bankruptcy or insolvency,
36 whether voluntary or involuntary, concerning the principal or some other person, or

1 with respect to a reorganization, receivership, or application for the appointment of a
2 receiver or trustee that affects an interest of the principal in property or other thing of
3 value

4 Pay a judgment, award, or order against the principal or a
5 settlement made in connection with a claim or litigation

6 Receive money or other thing of value paid in settlement of or as
7 proceeds of a claim or litigation

8 All of the above

9 J. Personal and Family Maintenance – With respect to this subject, I
10 authorize my agent to:

11 Perform the acts necessary to maintain the customary standard of
12 living of the principal, the principal's spouse, and the following individuals, whether
13 living when this power of attorney is executed or later born:

14 (1) The principal's children;

15 (2) Other individuals legally entitled to be supported by the
16 principal; and

17 (3) The individuals whom the principal has customarily
18 supported or indicated the intent to support;

19 Make periodic payments of child support and other family
20 maintenance required by a court or governmental agency or an agreement to which
21 the principal is a party

22 Provide living quarters for the individuals described above by:

23 (1) Purchase, lease, or other contract; or

24 (2) Paying the operating costs, including interest, amortization
25 payments, repairs, improvements, and taxes, for premises owned by the principal or
26 occupied by those individuals

27 Provide normal domestic help, usual vacations and travel
28 expenses, and funds for shelter, clothing, food, appropriate education, including
29 postsecondary and vocational education, and other current living costs for the
30 individuals described above

31 Pay expenses for necessary health care and custodial care on
32 behalf of the individuals described above

1 Act as the principal's personal representative in accordance with
2 the Health Insurance Portability and Accountability Act, §§ 1171 through 1179 of the
3 Social Security Act, 42 U.S.C. § 1320D, and applicable regulations in making decisions
4 related to the past, present, or future payment for the provision of health care
5 consented to by the principal or anyone authorized under the law of this State to
6 consent to health care on behalf of the principal

7 Continue provisions made by the principal for automobiles or other
8 means of transportation, including registering, licensing, insuring, and replacing the
9 means of transportation, for the individuals described above

10 Maintain credit and debit accounts for the convenience of the
11 individuals described above and open new accounts

12 Continue payments incidental to the membership or affiliation of
13 the principal in a religious institution, club, society, order, or other organization or to
14 continue contributions to those organizations

15 (NOTE: Authority with respect to personal and family maintenance is neither
16 dependent on, nor limited by, authority that an agent may or may not have with
17 respect to gifts under this power of attorney.)

18 All of the above

19 K. Benefits from Governmental Programs or Civil or Military Service
20 (including any benefit, program, or assistance provided under a statute or regulation
21 including Social Security, Medicare, and Medicaid) – With respect to this subject, I
22 authorize my agent to:

23 Execute vouchers in the name of the principal for allowances and
24 reimbursements payable by the United States or a foreign government or by a state or
25 subdivision of a state to the principal, including allowances and reimbursements for
26 transportation of the individuals described in "J. Personal and Family Maintenance"
27 above, and for shipment of the household effects of those individuals

28 Take possession and order the removal and shipment of property of
29 the principal from a post, warehouse, depot, dock, or other place of storage or
30 safekeeping, either governmental or private, and execute and deliver a release,
31 voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that
32 purpose

33 Enroll in, apply for, select, reject, change, amend, or discontinue,
34 on the principal's behalf, a benefit or program

35 Prepare, file, and maintain a claim of the principal for a benefit or
36 assistance, financial or otherwise, to which the principal may be entitled under a
37 statute or regulation

1 Initiate, participate in, submit to alternative dispute resolution,
2 settle, oppose, or propose or accept a compromise with respect to litigation concerning
3 a benefit or assistance the principal may be entitled to receive under a statute or
4 regulation

5 Receive the financial proceeds of a claim described above and
6 conserve, invest, disburse, or use for a lawful purpose anything so received

7 All of the above

8 L. Retirement Plans (including a plan or account created by an employer,
9 the principal, or another individual to provide retirement benefits or deferred
10 compensation of which the principal is a participant, beneficiary, or owner, including a
11 plan or account under the following sections of the Internal Revenue Code:

12 (1) An individual retirement account under Internal Revenue Code
13 Section 408, 26 U.S.C. § 408;

14 (2) A Roth individual retirement account under Internal Revenue
15 Code Section 408A, 26 U.S.C. § 408A;

16 (3) A deemed individual retirement account under Internal Revenue
17 Code Section 408(q), 26 U.S.C. § 408(q);

18 (4) An annuity or mutual fund custodial account under Internal
19 Revenue Code Section 403(b), 26 U.S.C. § 403(b);

20 (5) A pension, profit-sharing, stock bonus, or other retirement plan
21 qualified under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);

22 (6) A plan under Internal Revenue Code Section 457(b), 26 U.S.C. §
23 457(b); and

24 (7) A nonqualified deferred compensation plan under Internal
25 Revenue Code Section 409A, 26 U.S.C. § 409A) – With respect to this subject, I
26 authorize my agent to:

27 Select the form and timing of payments under a retirement plan
28 and withdraw benefits from a plan

29 Make a rollover, including a direct trustee-to-trustee rollover, of
30 benefits from one retirement plan to another

31 Establish a retirement plan in the principal's name

32 Make contributions to a retirement plan

1 Exercise investment powers available under a retirement plan
2 Borrow from, sell assets to, or purchase assets from a retirement
3 plan

4 All of the above

5 M. Taxes – With respect to this subject, I authorize my agent to:

6 Prepare, sign, and file federal, state, local, and foreign income, gift,
7 payroll, property, Federal Insurance Contributions Act, and other tax returns, claims
8 for refunds, requests for extension of time, petitions regarding tax matters, and other
9 tax-related documents, including receipts, offers, waivers, consents, including
10 consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. §
11 2032A, closing agreements, and other powers of attorney required by the Internal
12 Revenue Service or other taxing authority with respect to a tax year on which the
13 statute of limitations has not run and the following 25 tax years

14 Pay taxes due, collect refunds, post bonds, receive confidential
15 information, and contest deficiencies determined by the Internal Revenue Service or
16 other taxing authority

17 Exercise elections available to the principal under federal, state,
18 local, or foreign tax law

19 Act for the principal in all tax matters for all periods before the
20 Internal Revenue Service, or other taxing authority

21 All of the above

22 N. Gifts (including gifts to a trust, an account under the Uniform Transfers
23 to Minors Act, and a tuition savings account or prepaid tuition plan as defined under
24 Internal Revenue Code Section 529, 26 U.S.C. § 529) – With respect to this subject, I
25 authorize my agent to:

26 Make outright to, or for the benefit of, a person, a gift of part or all
27 of the principal's property, including by the exercise of a presently exercisable general
28 power of appointment held by the principal, in an amount for each donee not to exceed
29 the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code
30 Section 2503(b), 26 U.S.C. § 2503(b), without regard to whether the federal gift tax
31 exclusion applies to the gift, or if the principal's spouse agrees to consent to a split gift
32 pursuant to Internal Revenue Code Section 2513, 26 U.S.C. § 2513, in an amount for
33 each donee not to exceed twice the annual federal gift tax exclusion limit

1 () Waive the principal's right to be a beneficiary of a joint and survivor
2 annuity, including a survivor benefit under a retirement plan

3 () Exercise fiduciary powers that the principal has authority to delegate

4 () Disclaim or refuse an interest in property, including a power of
5 appointment

6 LIMITATION ON AGENT'S AUTHORITY

7 An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to
8 benefit the agent or a person to whom the agent owes an obligation of support unless I
9 have included that authority in the Special Instructions.

10 SPECIAL INSTRUCTIONS (OPTIONAL)

11 You may give special instructions on the following lines:

12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____

19 EFFECTIVE DATE

20 This power of attorney is effective immediately unless I have stated otherwise in the
21 Special Instructions.

22 TERMINATION DATE (OPTIONAL)

23 This power of attorney shall terminate on _____, 20____.
24 (Use a specific calendar date)

25 NOMINATION OF GUARDIAN (OPTIONAL)

26 If it becomes necessary for a court to appoint a guardian of my property or guardian of
27 my person, I nominate the following person(s) for appointment:

28 Name of Nominee for guardian of my property:

29 _____

30 Nominee's Address: _____

31 Nominee's Telephone Number: _____

32 Name of Nominee for guardian of my person:

1 _____
 2 Nominee's Address: _____
 3 Nominee's Telephone Number: _____

4 SIGNATURE AND ACKNOWLEDGMENT

5 _____
 6 Your Signature Date

7 _____
 8 Your Name Printed

9 _____
 10 _____

11 Your Address
 12 _____

13 Your Telephone Number

14 STATE OF MARYLAND
 15 (COUNTY) OF _____

16 This document was acknowledged before me on
 17 _____,
 18 (Date)

19 by _____.
 20 (Name of Principal)

21 _____ (Seal, if any)
 22 Signature of Notary
 23 My commission expires: _____

24 WITNESS ATTESTATION

25 The foregoing power of attorney was, on the date written above, published and
 26 declared by _____
 27 (Name of Principal)
 28 in our presence to be his/her power of attorney. We, in his/her presence and at his/her
 29 request, and in the presence of each other, have attested to the same and have signed
 30 our names as attesting witnesses.

31 _____
 32 Witness #1 Signature

33 _____
 34 Witness #1 Name Printed

35 _____

1 _____
2 Witness #1 Address

3 _____
4 Witness #1 Telephone Number

5 _____
6 Witness #2 Signature

7 _____
8 Witness #2 Name Printed

9 _____
10 _____
11 Witness #2 Address

12 _____
13 Witness #2 Telephone Number

14 This document prepared by:
15 _____
16 _____

17 **IMPORTANT INFORMATION FOR AGENT**

18 **Agent’s Duties**

19 When you accept the authority granted under this power of attorney, a special legal
20 relationship is created between you and the principal. This relationship imposes on
21 you legal duties that continue until you resign or the power of attorney is terminated
22 or revoked. You must:

23 (1) Do what you know the principal reasonably expects you to do with the
24 principal’s property or, if you do not know the principal’s expectations, act in the
25 principal’s best interest;

26 (2) Act with care, competence, and diligence for the best interest of the
27 principal;

28 (3) Do nothing beyond the authority granted in this power of attorney; and

29 (4) Disclose your identity as an agent whenever you act for the principal by
30 writing or printing the name of the principal and signing your own name as “agent” in
31 the following manner:

32 _____
33 (Principal’s Name) by (Your Signature) as Agent

1 Unless the Special Instructions in this power of attorney state otherwise, you must
2 also:

3 (1) Act loyally for the principal's benefit;

4 (2) Avoid conflicts that would impair your ability to act in the principal's best
5 interest;

6 (3) Keep a record of all receipts, disbursements, and transactions made on
7 behalf of the principal;

8 (4) Cooperate with any person that has authority to make health care
9 decisions for the principal to do what you know the principal reasonably expects or, if
10 you do not know the principal's expectations, to act in the principal's best interest; and

11 (5) Attempt to preserve the principal's estate plan if you know the plan and
12 preserving the plan is consistent with the principal's best interest.

13 Termination of Agent's Authority

14 You must stop acting on behalf of the principal if you learn of any event that
15 terminates this power of attorney or your authority under this power of attorney.
16 Events that terminate a power of attorney or your authority to act under a power of
17 attorney include:

18 (1) Death of the principal;

19 (2) The principal's revocation of the power of attorney or your authority;

20 (3) The occurrence of a termination event stated in the power of attorney;

21 (4) The purpose of the power of attorney is fully accomplished; or

22 (5) If you are married to the principal, a legal action is filed with a court to
23 end your marriage, or for your legal separation, unless the Special Instructions in this
24 power of attorney state that such an action will not terminate your authority.

25 Liability of Agent

26 The meaning of the authority granted to you is defined in the Maryland Power of
27 Attorney Act, Title 17 of the Estates and Trusts Article. If you violate the Maryland
28 Power of Attorney Act, Title 17 of the Estates and Trusts Article, or act outside the
29 authority granted, you may be liable for any damages caused by your violation.

30 If there is anything about this document or your duties that you do not understand,
31 you should seek legal advice."

~~SECTION 2. AND BE IT FURTHER ENACTED, That the changes made to § 17-105 of the Estates and Trusts Article by Section 1 of this Act shall be construed to apply retroactively and shall be applied to and interpreted to affect any power of attorney executed on or after October 1, 2010.~~

~~SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2011.~~

SECTION 2. AND BE IT FURTHER ENACTED, That the changes made to § 17-101 of the Estates and Trusts Article by Section 1 of this Act shall be construed to apply retroactively and shall be applied to and interpreted to affect any power of attorney executed on or after May 20, 2010.

SECTION 3. AND BE IT FURTHER ENACTED, That the changes made to §§ 17-105 and 17-109 of the Estates and Trusts Article by Section 1 of this Act shall apply to any power of attorney existing on or after October 1, 2010, regardless of the effective date of the governing instrument in which the power of attorney was created.

SECTION 4. AND BE IT FURTHER ENACTED, That, for each power of attorney that is substantially in the form set forth under § 17-202 of the Estates and Trusts Article and executed by a principal on or after May 20, 2010, and before June 1, 2011, subject to any special instructions added to the power of attorney by the principal, the agent designated by the principal is deemed to have the authority to:

(1) transact all business in connection with an account or other banking arrangement made by or on behalf of the principal;

(2) transact all business in connection with an account or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the agent; and

(3) deposit by check, money order, electronic funds transfer, or otherwise with, or leave in the custody of, a financial institution money or property of the principal.

SECTION 5. AND BE IT FURTHER ENACTED, That, for each power of attorney that is substantially in the form set forth under § 17-203 of the Estates and Trusts Article and executed by a principal on or after May 20, 2010, and before June 1, 2011, subject to any special instructions added to the power of attorney by the principal:

(1) if a principal granted to the agent the authority set forth under the first item of subheading E. "Banks and Other Financial Institutions" of § 17-203 of the Estates and Trusts Article, the agent is deemed to have the authority to transact all business in connection with an account or other banking arrangement made by or on behalf of the principal;

1 (2) if a principal granted to the agent the authority set forth under the
 2 second item of subheading E. “Banks and Other Financial Institutions” of § 17–203 of
 3 the Estates and Trusts Article, the agent is deemed to have the authority to transact
 4 all business in connection with an account or other banking arrangement with a bank,
 5 trust company, savings and loan association, credit union, thrift company, brokerage
 6 firm, or other financial institution selected by the agent; and

7 (3) if a principal granted to the agent the authority set forth under the
 8 first, second, or fourth item of subheading E. “Banks and Other Financial Institutions”
 9 of § 7–203 of the Estates and Trusts Article, the agent is deemed to have the authority
 10 to deposit by check, money order, electronic funds transfer, or otherwise with, or leave
 11 in the custody of, a financial institution money or property of the principal.

12 SECTION 6. AND BE IT FURTHER ENACTED, That Sections 4 and 5 of this
 13 Act shall apply retroactively to any act of an agent on or after May 20, 2010.

14 SECTION 7. AND BE IT FURTHER ENACTED, That this Act shall take effect
 15 June 1, 2011.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.